

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JUDITH A. FERREE, Individually and on
behalf of all others similarly situated, :
Plaintiff, : CIVIL ACTION NO. 3:08-CV-664
v. :
CLOUGH, HARBOUR & ASSOCIATES, : (JUDGE MUNLEY)
LLP, :
Defendant. : FILED ELECTRONICALLY

CONSENT DECREE AND ORDER

WHEREAS, a Complaint was filed on April 9, 2008, in which claims were asserted against Defendant under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") and, specifically, the collective action provision of the FLSA, 29 U.S.C. § 216(b), for the alleged failure to pay certain wage and overtime amounts to Plaintiff and all other employees who are or were similarly situated ("Litigation"). In particular, Plaintiff alleged that Defendant violated the FLSA by, inter alia, misclassifying Plaintiff and other similarly situated employees as salaried exempt employees, and then failing to pay those employees for overtime hours worked in excess of forty (40) hours per week at a rate of one-and-one-half their regular rate of pay;

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PER
DEPUTY CLERK

WHEREAS, Defendant denied and continues to deny all of the allegations made by Plaintiff in the Litigation, and denies and continues to deny any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation;

WHEREAS, the parties, through their respective legal counsel and after arms-length bargaining overseen by this Court, have agreed to resolve this action without any admission of liability by Defendants (the "Settlement"); and

WHEREAS, undersigned counsel have determined and hereby represent to the Court that the Settlement is fair, reasonable and an adequate resolution of Plaintiff's claims in view of all the known litigation risks, including the risk that Defendants may prevail at trial.

NOW, THEREFORE, IT IS HEREBY AGREED, that:

1. The Settlement reached by the parties shall constitute full compensation to Plaintiff, and all other Qualified Plaintiffs identified and defined by the parties in the Settlement, and their legal counsel for all alleged damages sought in this action, including, inter alia, unpaid wages, unpaid overtime, liquidated damages and recoverable attorneys' fees and costs; and

2. In exchange for, and as a condition of Settlement, the parties executed a general release waiving and releasing all claims that were asserted, or could have been asserted, during the limitations period applicable to this action, and also

agreed on all other Settlement documents, notices and forms to be sent to all other Qualified Plaintiffs identified and defined by the parties in the Settlement.

FOR PLAINTIFF:

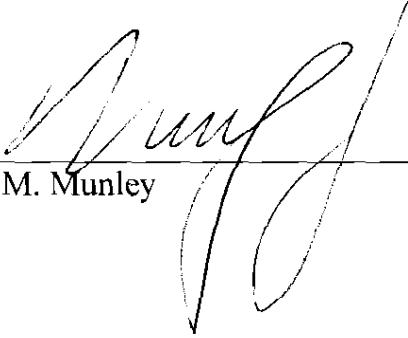
/s/ Frank J. Tunis, Jr.
Frank J. Tunis, Jr., Esq.
Wright & Reihner, P.C.
148 Adams Avenue
Scranton, PA 18503

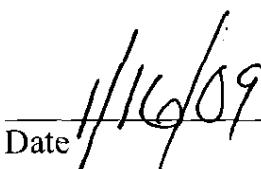
FOR DEFENDANT:

/s/ Maria L. Petrillo
Maria L. Petrillo, Esq.
Jackson Lewis, LLP
58 South Service Road - Suite 410
Melville, NY 11747

Dated: January 16, 2009

NOW, this 16 day of January, 2009, upon consideration of the above representations of counsel, and all other proceedings herein, it is hereby ORDERED that the Settlement of this action is APPROVED pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as a fair, reasonable and adequate compromise of this action and that this action is DISMISSED with prejudice as settled.


Hon. James M. Munley


Date 1/16/09